

EXHIBIT B

AMENDMENT TO
WHOLESALE POWER CONTRACT
by and between
BASIN ELECTRIC POWER COOPERATIVE
and
EAST RIVER ELECTRIC POWER COOPERATIVE, INC.

AGREEMENT made as of October 3, 1968, between Basin Electric Power Cooperative (hereinafter called the "Seller"), a corporation organized and existing under the laws of the State of North Dakota, and East River Electric Power Cooperative, Inc., (hereinafter called the "Member"), a corporation organized and existing under the laws of the State of South Dakota.

WHEREAS, the Seller has constructed an electric generating plant and transmission system and may construct additional generating capacity or purchase or otherwise obtain electric power and energy for the purpose, among others, of supplying electric power and energy to borrowers from the Rural Electrification Administration which are or may become members of the Seller; and

WHEREAS, the Seller has contracted for the introduction of the power and energy produced by such electric generating plant into the transmission system of the Bureau of Reclamation for delivery to its members through facilities of the Bureau of Reclamation, including both transmission lines and substation equipment; and

WHEREAS, the Seller, along with other electric cooperatives, has entered into a contract with the Bureau of Reclamation to establish a "Joint Transmission System" including specifically described facilities and contemplated additions to said joint transmission system under certain conditions, over which said joint transmission system Seller may deliver to Member electric service under this contract; and

WHEREAS, the Seller has heretofore entered into or is about to enter into agreements for the sale of electric service similar in form to this agreement with REA borrowers which are Class "A" members of the Seller, and may enter into similar contracts with other such borrowers which may be or become Class "A" members; and

WHEREAS, the Seller may construct delivery facilities to make delivery of power and energy to its Members in addition to delivery facilities of the Joint Transmission System; and

WHEREAS, the member has heretofore entered into a wholesale power contract with Seller (hereinafter referred to as the "Power Contract") dated April 5, 1962, and the parties hereto desire to amend said Power Contract on the terms and conditions herein set forth:

-2-

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. Paragraph 1 of the Power Contract is hereby amended to read as follows:

1. General. The Seller shall sell and deliver to the Member and the Member shall purchase and receive from the Seller the electric power and energy which the Member shall require in addition to power and energy available to the Member from the other power sources listed below, to the extent that the Seller shall have such power and energy and facilities available, but not to exceed 24,485 KW; provided, however, " " " "

2. Paragraph 1 (b) of the Power Contract is hereby deleted.

3. Paragraph 1 (f) of the Power Contract is hereby deleted.

4. Paragraph 10 of the Power Contract is hereby amended by deleting the date "January 1, 2002" in line 2 thereof, and substituting therefore the date "January 1, 2010".

5. This Amendment to the Power Contract shall become effective when approved in writing by the Administrator of the Rural Electrification Administration.

EXECUTED the day and year first above mentioned.

BASIN ELECTRIC POWER COOPERATIVE, Seller

By *John P. F.* President

ATTEST:

Dennis Lindsey
Secretary

East River Electric Power Coop. Member

By *John P. F.* President

ATTEST:

John P. F.
Secretary

For information purposes, we show the amended and deleted sections as follows:

1. General. The Seller shall sell and deliver to the Member and the Member shall purchase and receive from the Seller the electric power and energy which the Member shall require in addition to power and energy available to the Member from the other power sources listed below; provided, however, * * * *

1. (b) The maximum demand of the member supplied by the Seller in the month when the simultaneous maximum demands of the Member and all other Member cooperatives supplied by the Seller equal in the aggregate 88% of the test capabilities of the Seller's generating unit shall continue during the remainder of the contract term to be the amount of power and energy which the Member shall be obligated to sell and deliver hereunder;

1. (f) The Seller shall not be obligated to supply power and energy hereunder to the Member in excess of that amount which, together with all amounts of power and energy supplied by the Seller to all other Members of the Seller, shall equal 88% of the test capability of the Seller's generating unit.

10. Term. This Agreement shall become effective only upon approval in writing by the Administrator and shall remain in effect until January 1, 2002, and thereafter until terminated by either party's giving to the other not less than six months' written notice of its intention to terminate. Subject to the provisions of Article I hereof, service hereunder and the obligation of the Member to pay therefor shall commence upon completion of the facilities necessary to provide service.